

TTAB

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRIAL AND APPEAL BOARD

#75490657

JZCHAK N. WAJCMAN d/b/a BILL
LAWRENCE PRODUCTS and BILL
LAWRENCE GUITAR PICKUPS,

Petitioner,

v.

WILLI LORENZ STICH a/k/a BILL
LAWRENCE,

Registrant/Respondent.

Cancellation No.: 92043516

In the matter of Registration No. 2,303,676

Mark: BILL LAWRENCE

Date Registered: December 28, 1999

Goods/Services: Technical consulting in
the nature of design and
evaluation of stringed
musical instruments and
accessories, namely,
pick-ups, strings and
bridges in International
Class 042.

OPPOSITION TO MOTION TO
TERMINATE CANCELLATION
PROCEEDING



12-12-2007

U.S. Patent & TMO/TM Mail Rpt Dt #34

1 Petitioner JZCHAK N. WAJCMAN d/b/a BILL LAWRENCE PRODUCTS and BILL
2 LAWRENCE GUITAR PICKUPS ("WAJCMAN") submits the following opposition to
3 registrant WILLI LORENZ STICH ("STICH")'s motion to terminate cancellation proceeding
4 no. 92043516 due to petitioner's agreement in Federal Court to withdraw cancellation with
5 prejudice.

6
7 **I. INTRODUCTION**

8 On June 8, 2007, the Board suspended proceedings in this cancellation "pending final
9 determination, i.e., following the termination of any appeals and/or remands, of Case No. 05-CV-
10 1200 LAB (NLS)."

11
12 **II. THERE HAS BEEN NO FINAL DETERMINATION OF CIVIL CASE NO. 05-CV-
1200 LAB (NLS)**

13 Although the parties put a settlement on the record in Federal Court, that settlement has
14 not yet be memorialized in a signed formal settlement agreement between the parties due to
15 disputes as to the language in the proposed written settlement agreement. As a result, the
16 judgment in Petitioner Wajcman's favor has not yet been signed by Respondent Stich, Petitioner
17 Wajcman or the Court. Consequently, there has not been a final determination of the Federal
18 Court case. Stich's statement to the contrary in paragraph 3 of the motion to terminate is
19 incorrect. The case is still pending in Federal Court without any judgments or dismissals having
20 been entered.

21
22 **III. THE SETTLEMENT ON THE RECORD RESERVED JURISDICTION TO
23 MAGISTRATE JUDGE LEO PAPAS TO RESOLVE ANY DISPUTES BETWEEN
THE PARTIES**

24 When the parties reached their settlement during a settlement conference with Magistrate
25 Judge Leo Papas on or about May 10, 2007, they put that settlement on the record in open court.
26 Part of the settlement was that Judge Papas would retain jurisdiction for the purposes of
27 resolving any disputes between the parties.¹ At this time, the parties are still fighting over the
28

¹ "To the extent that the parties have a dispute, they've agreed to try to resolve that dispute between themselves in good faith effort, but if they can't reach an understanding or an

form and substance of the formal written settlement agreement and the matter has been submitted to and is currently pending with Judge Papas. If Respondent Stich believes that Petitioner Wajcman has in any way breached the settlement on the record, he should bring the dispute to Judge Papas as per the settlement on the record; not the TTAB.

IV. CONCLUSION

For all of the forgoing reasons, Respondent Stich's Motion to Terminate Cancellation should be denied.

Dated: December 10, 2007

Respectfully submitted by:
KOPELOWITZ & ASSOCIATES


JAY S. KOPELOWITZ

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Attorneys for Petitioner Jzchak N. Wajcman

agreement, that the parties will than bring that dispute to me, and they're obligated to bring it to me, and they can't go to someone else, and that I'm authorized and entitled to evaluate that dispute in whatever fashion I think is most appropriate, which could mean a meditation, a settlement, a trial, hiring an expert, an outside consultant, anything I think is appropriate to resolve the dispute, at the end of which time, I will make a decision on that dispute, and I will make a decision that both sides agree will be final, binding and no appeal, which means it'll be efficiently done, effectively done, and timely done."

DECLARATION OF SERVICE

I am employed in the County of San Diego, State of California. I am over the age of 18 and am not a party to the within action; my business address is: 12702 Via Cortina, Suite 700, Del Mar, CA 92014.

On December 10, 2007 I served the foregoing documents described as:

OPPOSITION TO MOTION TO TERMINATE CANCELLATION PROCEEDING

upon the interested parties in this action by placing
[X] copies enclosed in a sealed envelope to:

Gregory Richardson
LAW OFFICES OF
GREGORY RICHARDSON, ESQ.
3890 11TH Street, Suite #210
Riverside, CA 92501

Counsel for Respondent Willi Lorenz Stich

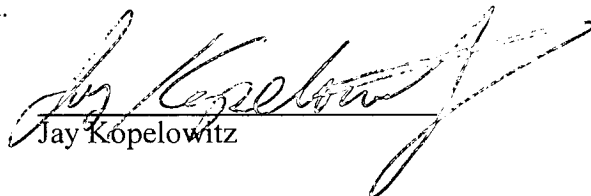
[X] **BY REGULAR MAIL** by depositing such envelope with postage thereon fully prepaid in the United States mail at Del Mar, California.

[] **BY FACSIMILE** by telecopier to the facsimile telephone numbers listed above.

[] **BY HAND DELIVERY.**

I certify under penalty of perjury under the laws of the State of California and the laws of the United States that the foregoing is true and correct.

Dated: December 10, 2007 at Del Mar, California.


Jay Kopelowitz